

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

Northbridge General Insurance  
Corporation,

Plaintiff,

v.

Phase II Transportation Inc et al,

Defendant.

CASE NO. 3:24-cv-05033-DGE

ORDER ON MOTION TO DISMISS  
CROSSCLAIM AND FILE NEW  
CROSSCLAIM (DKT. NO. 49)

This matter comes before the Court on Defendant Rehoboth Transport, LCC's ("Rehoboth") motion to voluntarily dismiss crossclaim against former Defendant CMA CGM (America) and for leave to file a new crossclaim against Defendant CMA CGM, S.A. (Dkt. No. 49.)

In the initial complaint, filed on December 4, 2023, Plaintiff Alex Ingredients, Inc. sued CMA CGM (America). (Dkt. No. 1-2 at 2–3, 8.) In January 2024, counsel for CMA CGM (America) represented to Plaintiff that CMA CGM (America) had “absolutely nothing to do with” the allegations in the complaint. (Dkt. No. 38-1 at 24.) Instead, counsel stated that CMA

1 CGM S.A., a corporation based in Marseille, France, was the party “to whom your allegations  
2 seem to be directed,” and agreed to accept service for CMA CGM S.A. if it were substituted for  
3 CMA CGM (America). (Dkt. Nos. 38-1 at 24, 39 at 2.) The parties agreed to a stipulation and  
4 order allowing Plaintiff to file a Second Amended Complaint, dismissing CMA CGM (America)  
5 as a defendant, and adding CMA CGM SA in its place, which the Court granted. (*See* Dkt. Nos.  
6 17, 18.)

7       Considering the changed circumstances, Rehoboth seeks to “withdraw a now-superfluous  
8 crossclaim,” which was made against CMA CGM (America), and to “restate its contribution or  
9 indemnity crossclaim against the proper CMA CGM defendant.” (Dkt. No. 49 at 1–2.)  
10 Rehoboth represents that “the proposed new crossclaim is identical to the original one except for  
11 the named crossclaim defendant.” (*Id.* at 2.) Under Rule 41, a claimant may voluntarily dismiss  
12 a crossclaim “at the plaintiff’s request only by court order, on terms that the court considers  
13 proper.” Fed. R. Civ. P. 41(a)(2)–41(c). Pursuant to Rule 15, a party may amend its pleading  
14 with the court’s leave, which the court “should freely give when justice so requires.” Fed. R.  
15 Civ. P. 15(a)(2). The Court finds that Rehoboth meets both standards. The Court agrees that the  
16 current claim is superfluous, as it is against a defendant who is no longer a party to this action,  
17 and that it may be re-entered against the proper Defendant.

18       Accordingly, Rehoboth’s motion (Dkt. No. 49) is GRANTED. Rehoboth’s pending  
19 crossclaim against former defendant CMA CGM (AMERICA) is DISMISSED without  
20 prejudice, and Rehoboth is granted leave to file the amended crossclaim against CMA GGM,  
21 S.A.

22       Dated this 31st day of October, 2024.  
23  
24

A handwritten signature in black ink, appearing to read 'D. Estudillo', is positioned above a solid horizontal line.

David G. Estudillo  
United States District Judge